

# Woodland Waters, Inc.

10246 Woodland Waters Boulevard • Weeki Wachee, Florida 34613

## AGREEMENT to MERGE

### Agreement between The HOA of Woodland Waters and Phase Six HOA of Woodland Waters

**Merging Entity** Phase Six HOA of Woodland Waters

**Surviving Entity** HOA of Woodland Waters

Whereas the Board of Directors of both Associations have deemed it to be in the best interest of their respective members to merge the two associations.

Whereas a minimum of two thirds (2/3) of the residents of Phase Six HOA of Woodland Waters and a minimum of two thirds (2/3) of the residents of the HOA of Woodland Waters have voted by mail to merge both HOA's with the HOA of Woodland Waters being the surviving HOA.

Whereas the mail ballots are available for inspection by the residents of the merging and surviving Homeowners Association.

Whereas Phase Six Homeowners Association and the Homeowners Association of Woodland Waters have entered into the following agreement.

- 1) Effective with the signing and date of this agreement, the merging entity, Phase Six HOA of Woodland Waters, will cease to exist as a functioning HOA and the HOA of Woodland Waters will become the surviving HOA.

#### **Dues**

- 2) Effective January 1, 2027, any and all dues for the members of the merging entity, Phase Six HOA, will be brought into alignment with the dues currently being paid by the surviving HOA.
- 3) After the merging of both HOA's, if and when the surviving HOA increases its dues, this increase will apply to all members within the surviving HOA including Phase Six HOA.

#### **Income**

- 4) Effective January 1, 2027, all assessments, dues and fees previously paid to or owed to Phase Six HOA shall become payable to the surviving HOA of Woodland Waters.

#### **Assets**

- 5) All property, assets, bank accounts and records of the Merging Association (Phase Six HOA) shall be transferred and assumed by the surviving HOA of Woodland Waters.

**Liabilities**

- 6) All Phase Six HOA existing debts, liabilities and obligations shall be transferred to and assumed by the surviving HOA of Woodland Waters.

**Bank Accounts**

- 7) Effective with the signing of this agreement, dual signatures shall be required for bank transactions.
- 8) The bank transaction signatures shall be the treasurer of the surviving HOA of Woodland Waters and the treasurer of Phase Six HOA of Woodland Waters.
- 9) This does not preclude the right of the surviving HOA of Woodland Waters by majority vote to change, as deemed necessary, the bank transaction signatories after this agreement is in effect.
- 10) Bank transfers and dual signature requirements shall be completed within 30 days of the effective date of this agreement.

**Covenants, Conditions and Restrictions**

- 11) Phase Six HOA's Covenants, Conditions and Restrictions (CC&R's) shall remain unchanged and shall be enforced by the surviving HOA of Woodland Waters

**Resolutions**

- 12) After posting at Phase Six HOA locations for 30 days, the HOA of Woodland Waters Resolutions currently in effect shall apply to Phase Six HOA.
- 13) These Resolutions shall be enforced by the surviving HOA of Woodland Waters

**Architectural Review Committee (ARC)**

- 14) After posting at Phase Six HOA locations for 30 days, the surviving HOA of Woodland Waters Architectural Review Committee (ARC) guidelines shall apply to Phase Six's HOA.
- 15) These adopted guidelines shall be enforced by the surviving HOA of Woodland Waters.

**Website**

- 16) The surviving HOA of Woodland Waters will add Phase Six's HOA CC&R's on its website.
- 17) The surviving HOA of Woodland Waters will create access to the protected area of its website for Phase Six HOA residents only.

**Insurance**

- 18) The HOA of Woodland Waters insurance policy will be upgraded to cover Phase Six's HOA.

**Special Assessments**

- 19) If necessary, the surviving HOA of Woodland Waters will implement any Special Assessments needed. Any and all special assessments made by the surviving HOA of Woodland Waters shall apply to Phase Six's HOA residents as well.

**Violations**

- 20) The surviving HOA of Woodland Waters Violation committee will be responsible for enforcing all violations in Phase Six's HOA.

**Membership**

- 21) Effective with the signing of this agreement, all members of the HOA of Phase Six shall automatically become members of the HOA of Woodland Waters and awarded full access to all the common areas and amenities.

**Voting**

- 22) Effective with the signing of this agreement, all members of Phase Six HOA shall automatically be granted any and all voting rights in accordance with the surviving HOA of Woodland Waters governing documents.

**Board**

- 23) The board of directors (BOD) of the surviving HOA will appoint and add two additional seats with two representatives from Phase Six HOA.

- 24) If the surviving HOA of Woodland Waters board of director's falls below the maximum of seven, the BOD can, at its discretion, function with five (5) or three (3) directors.
- 25) The merger shall become effective with:
- The acceptance of this merger agreement by a majority vote of both HOA's at a duly noticed meeting of Phase Six HOA of Woodland Waters and the surviving HOA of Woodland Waters.
  - The signature of the Presidents and Secretaries of Phase Six HOA of Woodland Waters and the surviving HOA of Woodland Waters.

*Ed Butler*  
 Ed Butler, President Woodland Waters HOA

03/13/2026  
 Date

*Maria Shelby*  
 Maria Shelby, Secretary Woodland Waters HOA

3/13/26  
 Date

*Ed Butler*  
 Ed Butler, President Phase Six HOA of Woodland Waters

03/13/2026  
 Date

*Jennifer Gallivan*  
 Jennifer Gallivan, Secretary Phase Six HOA of Woodland Waters

03/13/2026  
 Date

State of Florida  
 County of Hernando

On the 13 day of March (Month) 2026 (Year) before me personally appeared Ed Butler, Maria Shelby and Jennifer Gallivan, who acknowledged signing this document.

*Theresa Tyner*  
 Notary Public Signature

Theresa Tyner  
 Notary Printed Name

Commission Expires: 6-19-27

